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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

14 **ViaSat, Inc.,**
15 *a Delaware corporation,*
16 Plaintiff
17 and Counter Defendant,
18 v.
19 **Acacia Communications, Inc.,**
20 *a Delaware corporation*
21 Defendant
22 and Counter Claimant.

Case No.: 3:16-cv-00463-BEN-JMA

**JOINT MOTION TO VACATE OR
CONTINUE MANDATORY
SETTLEMENT CONFERENCE**

Judge: Hon. Roger T. Benitez
Mag. Judge: Hon. Jan M. Adler

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1 Plaintiff and counterclaim defendant ViaSat, Inc. (“ViaSat”) and defendant and
2 counterclaimant Acacia Communications, Inc. (“Acacia”) jointly move the Court to
3 vacate or, in the alternative, to continue the Mandatory Settlement Conference from
4 the current schedule (Dkt. No. 26, as modified by Dkt. Nos. 48, 59, and 68).

5 The Mandatory Settlement Conference is currently scheduled for 10:00 a.m. on
6 April 19, 2018, and the corresponding Mandatory Settlement Conference statements
7 must be submitted on or before April 12, 2018. (Dkt. No. 68 ¶ 7). ViaSat and Acacia
8 jointly request that the Court vacate the Mandatory Settlement Conference from the
9 schedule and vacate the deadline for the corresponding Mandatory Settlement
10 Conference statements. In the alternative, the parties request that the Court continue
11 the Mandatory Settlement Conference to a date after the Court rules on the parties’
12 pending summary judgment and *Daubert* motions (currently set for hearing on April
13 30, 2018).

14 Good cause exists for the parties’ proposed modification to the scheduling
15 orders. After this Court’s entry of the current schedule on September 11, 2017 (Dkt.
16 No. 68), ViaSat and Acacia conducted private mediation on March 9, 2018. The
17 parties chose the Honorable Faith Hochberg, former United States District Judge for
18 the District of New Jersey, to mediate. The parties provided Judge Hochberg with
19 mediation statements and copies of the parties’ motion briefing.

20 Senior leadership with settlement authority traveled from California,
21 Massachusetts, and Denmark to attend the mediation. Attending on behalf of Acacia
22 was General Counsel and Vice President Janene I. Asgeirsson; Acacia Founder and
23 Vice President of Digital Signal Processing and Optics, Christian J. Rasmussen; and
24 Acacia’s Vice President of Engineering, Bhupendra C. Shah. Attending for ViaSat
25 was Vice President, General Counsel, and Secretary Robert Blair; Vice President &
26 General Manager of Comsat Labs at ViaSat, Prakash Chitre; Vice President and
27 General Manager of ViaSat Cleveland, Russel Fuerst; and Associate General Counsel
28 and Head of Litigation, Colin Ward. Both parties were represented by trial counsel.

1 During the mediation, the mediator led a discussion of the issues that divide the
 2 parties. Despite having the decision makers present, and despite the parties' best
 3 efforts to find agreement, the parties were not able to reach a settlement.

4 Given that the private mediation occurred just several weeks ago, and given that
 5 the parties were unable to reach a settlement at that time, the parties do not feel that
 6 the Mandatory Settlement Conference scheduled for April 19, 2018 would be
 7 productive. Therefore, the parties respectfully request that the Court remove the April
 8 19, 2018 Mandatory Settlement Conference from the schedule and vacate the deadline
 9 for the corresponding Mandatory Settlement Conference statements. Following the
 10 District Court's rulings on the pending summary judgment and *Daubert* motions, the
 11 parties will inform the Court whether they feel that a Settlement Conference with the
 12 Court would be productive.

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Date: March 21, 2018

WOLF, GREENFIELD & SACKS, P.C.

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By: s/ Michael A. Albert

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Michael A. Albert

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Hunter D. Keeton

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Attorneys for Defendant and Counter
Claimant Acacia Communications,
Inc.

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Date: March 21, 2018

FITZGERALD KNAIER LLP

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By: s/ Kenneth M. Fitzgerald

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Kenneth M. Fitzgerald, Esq.

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Keith M. Cochran, Esq.

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Attorneys for Plaintiff and Counter
Defendant ViaSat, Inc.

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SIGNATURE CERTIFICATION

Pursuant to Section 2(f)(4) of the Electronic Case Filing Administrative Policies and Procedures Manual, I hereby certify that the content of this document is acceptable to Kenneth M. Fitzgerald , and I have obtained his authorization to affix his electronic signature to this document.

Date: March 21, 2018

By: s/ Michael A. Albert

Michael A. Albert

CERTIFICATE OF SERVICE

I certify that today I am causing to be served the foregoing document by CM/ECF notice of electronic filing upon the parties and counsel registered as CM/ECF Users. I further certify that, to the extent they are not registered CM/ECF Users, I am causing the foregoing document to be served by electronic means via email upon counsel for ViaSat, Inc., per the agreement of counsel.

Date: March 21, 2018

By: s/ Michael A. Albert

Michael A. Albert